

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
CENTRAL DIVISION

WILLIE DAVIS, JACKIE PARKER,
EARNEST WHITTEN, JOHNNY D.
GILBERT JR., and TANYA WASHINGTON,

Plaintiffs,
v.

No. 4:18CV00183 BSM

February 7, 2020
Little Rock, Arkansas
7:55 p.m.

CITY OF LITTLE ROCK,
a municipality,

Defendant.

TRANSCRIPT OF SETTLEMENT TERMS
BEFORE THE HONORABLE J. THOMAS RAY,
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

On Behalf of the Plaintiffs:

MR. MICHAEL J. LAUX, Attorney at Law
Laux Law Group
400 West Capitol, Suite 1700
Little Rock, Arkansas 72201

On Behalf of the Defendant:

MR. ALEXANDER J. BETTON, Deputy City Attorney
Little Rock City Attorney's Office
500 West Markham Street, Room 310
Little Rock, Arkansas 72201-1496

Proceedings reported by machine stenography; transcript
prepared utilizing computer-aided transcription.

Judith A. Ammons, RPR, CRR, CCR
United States Court Reporter

P R O C E E D I N G S

THE COURT: This morning at 10:00 a.m., and today is February 10, 2020, [sic] I began a settlement conference in the case of Willie Davis, Jackie Parker, Johnny Gilbert, Tanya Washington, and Earnest Whitten versus City of Little Rock, Eastern District of Arkansas, Case No. 4:18CV183.

It is now five minutes to 8:00 in the evening, and the parties have reached a full and complete settlement. I'm now going to dictate into the record the terms and conditions of this settlement agreement.

Defendant City of Little Rock agrees to pay plaintiffs Willie Davis, Johnny Gilbert, Tanya Washington, and Earnest Whitten the total sum of \$200,000, in full and complete settlement of all claims that these four defendants [sic] have asserted or that they could have asserted against the City of Little Rock in this lawsuit.

It is explicitly understood and agreed it is solely plaintiffs' obligation to pay their attorney's fees and costs from the \$200,000 settlement sum, and defendant City of Little Rock has no obligation to pay any of the attorney's fees and costs payable to Michael Laux for his representation of plaintiff in this case.

City of Little Rock further agrees to pay plaintiffs the \$200,000 settlement sum by issuing the following checks: A check made payable to plaintiff Willie Davis in the sum of

1 \$36,543; a check made payable to plaintiff Johnny Gilbert in
2 the sum of \$36,543; a check made payable to plaintiff Tanya
3 Washington in the sum of \$36,543; a check made payable to
4 plaintiff Earnest Whitten in the sum of \$36,543. The remaining
5 balance of the settlement sum, \$53,828, shall be paid to
6 Michael Laux and the Michael Laux Law Group.

7 I want to make sure I got it right.

8 MR. LAUX: Just Laux Law Group.

9 THE COURT: Shall be payable to Michael Laux and the
10 Laux Law Group, and shall represent the amount of attorney's
11 fees and expenses plaintiffs have agreed that Mr. Laux is
12 entitled to receive from the \$200,000 settlement sum for his
13 attorney's fees and expenses in connection with his
14 representation of them in this lawsuit.

15 It shall be defendant's counsel's obligation to promptly
16 prepare the formal settlement agreement and release documenting
17 all of the terms and conditions of this settlement, and then
18 circulate that settlement agreement and release for the
19 signature of the parties and their attorneys.

20 The City of Little Rock shall deliver the five checks
21 totaling \$200,000 to the Laux Law Group within 20 days after
22 the settlement agreement has been signed by all parties and
23 their attorneys.

24 The fifth plaintiff in this case, Jackie Parker, is not a
25 party to this settlement agreement and his claims shall

1 continue to pend in this case. Mr. Parker is free to pursue
2 his claims in this action if he chooses to do so, as well as
3 certain other claims that he has asserted against the City of
4 Little Rock in a civil service reinstatement action that is
5 currently pending in Pulaski County, Arkansas.

6 Based on the conversation between me and Mr. Parker, who
7 attended this settlement conference by telephone, Mr. Parker
8 has acknowledged and agreed that he is not part of this
9 settlement agreement and he will receive nothing under the
10 settlement agreement.

11 Furthermore, he understands his right to continue to
12 pursue his claims in this lawsuit and the pending civil service
13 action.

14 Under the terms and conditions of the settlement
15 agreement, the City of Little Rock owes no obligation or duties
16 of any kind to Mr. Parker, and all parties acknowledge and
17 agree that Mr. Parker is to receive nothing under the terms of
18 this settlement agreement.

19 By entering into this settlement agreement, all parties
20 acknowledge that they are settling claims that are in dispute,
21 and that by entering into this settlement agreement, the City
22 of Little Rock is admitting no liability whatsoever to any of
23 the plaintiffs named in this action.

24 Plaintiffs each agree to sign a full and complete release
25 in favor of the City of Little Rock pursuant to which they

1 release any and all claims of whatsoever kind or nature that
2 they have asserted or that they could have asserted against the
3 City of Little Rock in this lawsuit.

4 The plaintiffs in this case who, for purposes of the
5 release, are deemed to be the releasing parties stipulate and
6 agree not to voluntarily initiate, join in, continue, or
7 institute any legal proceeding in connection with any of the
8 above-described claims or causes of action that they have
9 asserted or could have asserted. And this agreement applies to
10 any administrative, judicial, or any other forum in which an
11 action may be filed against the City of Little Rock and in
12 which the plaintiffs may be involved as a witness.

13 The city manager, Bruce Moore, represents and acknowledges
14 that he has full and complete authority to act on behalf of the
15 City of Little Rock in accepting and agreeing to the terms of
16 this settlement agreement. And he further represents and
17 acknowledges that this settlement agreement is final and does
18 not require approval or authorization from the Little Rock city
19 board.

20 Mr. Moore further represents and acknowledges that the
21 Municipal League, which has -- through their attorney, John
22 Wilkerson, has participated in all stages of this settlement
23 conference until about an hour ago when Mr. Wilkerson had to
24 leave. But Mr. Moore represents and acknowledges and states
25 that Mr. Wilkerson, on behalf of the Municipal League, has

1 agreed to all of the terms and conditions of this settlement
2 agreement, and that the Municipal League will fulfill all of
3 its obligations hereunder.

4 Finally, Mr. Laux and Mr. Betton agree to promptly enter a
5 joint stipulation of dismissal of this case with prejudice so
6 that Judge Miller will enter whatever the order is that he
7 enters in response to a joint stipulation so that this case is
8 terminated and dismissed with prejudice as to all claims that
9 have been brought in this action by plaintiffs Willie Davis,
10 Johnny Gilbert, Tanya Washington, and Earnest Whitten.

11 Now, let me turn to you, Mr. Laux, and ask you, as the
12 attorney for all four plaintiffs in this action who are parties
13 to this agreement, have I fully, accurately, and completely
14 stated the terms and conditions of this settlement?

15 MR. LAUX: Yes, Your Honor, you have.

16 THE COURT: All right. And I now want to begin with
17 you, Sergeant Davis. As one of the four plaintiffs in this
18 case, do you agree to all of these terms and conditions?

19 MR. DAVIS: Yes, I do.

20 THE COURT: All right. And, Chief Whitten, do you
21 agree as one of the plaintiffs in this case to all of these
22 terms and conditions?

23 MR. WHITTEN: Yes, I do.

24 THE COURT: And, Captain Washington, as the third
25 plaintiff in this action that's settling their claims, do you

1 agree to all of these terms and conditions?

2 MS. WASHINGTON: Yes, I do.

3 THE COURT: All right. And, finally, Lieutenant
4 Johnny Gilbert, the final plaintiff -- settling plaintiff in
5 this case, do you agree to all of those terms and conditions?

6 MR. GILBERT: Yes, sir, I do.

7 THE COURT: All right. And I now want to turn to you,
8 Mr. Betton. As the attorney for the City of Little Rock, have
9 I fully, accurately, and completely stated the terms and
10 conditions of this settlement?

11 MR. BETTON: Yes, Your Honor.

12 THE COURT: All right. And, Mr. Moore, as the city
13 manager who has authority to act and bond the City of Little
14 Rock, do you agree to all of these terms and conditions?

15 MR. MOORE: Yes, Your Honor.

16 THE COURT: And do you affirm and agree on the record
17 that Mr. John Wilkerson has participated in all substantive
18 aspects of the settlement negotiation up until about an hour
19 ago when he had to leave, and that the Municipal League has
20 agreed to all of these terms and conditions and will honor
21 those conditions?

22 MR. MOORE: Yes, Your Honor.

23 THE COURT: All right. I want to sincerely thank the
24 parties and the lawyers in this case. We've all worked very
25 hard today. I felt going into this case it was a case that

1 needed to be settled and that reasonable people could find
2 common ground. And I want to thank everybody for doing that.
3 Thank you very much.

4 MR. LAUX: Thank you, Your Honor.

5 MR. BETTON: Thank you.

6 (Proceedings adjourning at 8:04 p.m.)

7 REPORTER'S CERTIFICATE

8 I certify that the foregoing is a correct transcript from
9 the record of proceedings in the above-entitled matter.

10
11 /s/ Judith A. Ammons, RPR, CRR, CCR Date: February 10, 2020
12 United States Court Reporter
13
14
15
16
17
18
19
20
21
22
23
24
25

Judith A. Ammons, RPR, CRR, CCR
United States Court Reporter